



Mobile Check Deposit Application

- You are required to be enrolled in our Online Banking service/eStatements. You must have an iPhone or Android phone with Peach State Federal Credit Union’s mobile app installed, a camera on your phone, and an Internet connection.
- Your account has to be open at least 90 days and your account must be in good standing (including loans and credit cards). Your account must not have any restrictions placed on it and it can’t have a history of return deposited items.
- Fresh Start savings/checking accounts are not eligible for this service.
- Check endorsement must include your signature and “Peach State FCU mobile deposit”. Failing to do so may result in a denied check image deposit. For any check that is denied, you will be notified via the email address or cell phone number you provided.
- You may deposit single party domestic checks made payable to the owner(s) on the account. You may NOT deposit checks over \$10,000, third party checks, substitute checks, returned checks, incomplete checks, non-negotiable items, foreign checks, stale-dated checks, checks on which you suspect fraud or altered checks.
- Our daily cutoff time for Mobile Check Deposits is 4:00 p.m. Any Mobile Check Deposits received after 4:00 p.m. are considered next day. Deposits will be posted the evening of the deposit unless they are made on a weekend or Federal holiday.
- There is currently no fee for Mobile Check Deposit.

Member Account Number: _____

Does this apply for all owners on the account currently using mobile banking? _____ yes _____ no

Member Name: _____ Joint Owner: _____

Primary member Email address: _____

Joint member Email address: _____

Primary member: Cell _____ Home _____ Work _____

Best number to be reached at during credit union business hours: Cell Home Work

Joint member: Cell _____ Home _____ Work _____

Best number to be reached at during credit union business hours: Cell Home Work

I (We) are applying to have access to Mobile Check Deposit and have received the Mobile Check Deposit Service Agreement. I (We) agree to the terms and conditions of the Mobile Check Deposit service. I (We) understand that the Peach State Federal Credit Union (PSFCU) reserves the right to deny, suspend, or revoke access to the service immediately, in whole or in part, in its sole discretion, without notice if PSFCU believes the member is in breach of this agreement or otherwise using or accessing the service inconsistent with the terms and conditions outlined in the agreement.

_____ Member Signature _____ Date

_____ Joint Member Signature _____ Date

For Credit Union Use Only

Received By: <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> In-Person	Received by: _____	Date Received: _____
Approved By: _____	Date Approved: _____	Updated Mobile App: _____
Denied By: _____	Date Denied: _____	Reason for Denial: _____
Date notification of approval or denial sent to member: _____	Sent By: _____	Revised 5/25/17



Mobile Check Deposit Services Agreement

Mobile Check Deposit Terms and Conditions:

Mobile Check Deposit (MCD) is designed to allow you to make deposits of checks (“original checks”) to your savings, checking and money market accounts by imaging (using the mobile banking app on your smart phone) original checks and delivering the digital images and associated deposit information (“images”) to us Peach State Federal Credit Union, or our processor with your Mobile Device.

When you apply for or use MCD, you agree to the terms of the agreement (which are in addition to the terms of your PSFCU deposit account agreements). We can change or cancel any part of MCD or this Agreement at any time (we’ll let you know if we make any important changes). This Agreement is governed by Georgia and federal laws. “You” and “Your” mean the person using MCD. “PSFCU”, “Our,” “us,” and “we” mean Peach State Federal Credit Union.

Eligibility: The following is required for approval to use the Mobile Check Capture Service:

- Your account must be open for at least 90 days.
- You must be enrolled for e-statements. Should you cancel your e-statements we may discontinue your ability to use the Mobile Check Deposit product.
- All your accounts with us must be in good standing (including loans and credit cards).
- Fresh Start Savings/Checking Accounts are not eligible for MCD.
- Inactive accounts are not eligible.
- Your account must not have any restrictions placed on it.
- There can’t be a history of return deposited items.

There is currently no fee for MCD. However, we reserve the right to implement a fee with proper notification to the users.

We can also impose any other eligibility requirements on the use of MCD at any time. We reserve the right to revoke MCD access at any time for any reason. Only checks that are acceptable to us can be uploaded and deposited, and the image of the check must be legible and comply with any applicable quality requirements.

Depositing Checks: You must deposit items by 4:00 PM on a regular business day to receive credit that evening. We’ll confirm receipt of a check image as well as a successful deposit to your account. Don’t worry though, we’ll also let you know if there’s a problem, like if the image is unclear. The way we clear, present and collect a deposit made using MCD is solely up to us. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected items.

Eligible Items: You agree to image and deposit only checks (*i.e.* drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use PSFCU Mobile Check Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed by you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Check Requirements: Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house association.

Endorsing Checks: Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. ***Your endorsement must include your signature and “via Peach State FCU Mobile Deposit”.*** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

If the check is payable to you or your joint owner, it needs to be endorsed by the person the check is payable to. If the check is payable to you and your joint owner, both of you must endorse the check.

After You Deposit a Check: Once your check has been submitted it will be reviewed to determine if a hold needs to be placed on the deposit. If a hold is needed you will be contacted. After you’ve deposited a check using MCD your account will be credited that night if the deposit was made prior to 4pm on a business day (For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal Holidays). If made after 4pm on Friday or on the weekend it will be credited the night of the next business day. If the deposit was made on a Federal Holiday the deposit will post the night of the next business day.

Original Checks: Once you verify that the item has posted to your account you must securely store the original check for 60 days and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after this retention period expires, you should destroy the original check by first marking it VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Potential Errors: You need to tell us right away if you think there’s an error in a deposit using MCD. If you don’t inform us about the error within 60 days after you get the monthly statement showing the deposit made using MCD, we’re not liable in any way for any alleged error.

Deposit Limits: We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Returned Deposits: Any credit to your account for checks deposited using MCD is provisional. If original checks deposited through MCD are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You will be charged the return deposited item fee as disclosed in our fee schedule. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

Your warranties: You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper, or electronic representation of the original check such that the person will be asked to make payment base on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any part pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law: You will use MCD for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Limits to Our Liability: We're not liable for any direct, indirect, special, or consequential losses or damages in any way related to your use of MCD, including, but not limited to, our rejection of a deposit made using MCD and technical problems you have while using MCD (for example, failed transmissions, poor image quality, or problems with your hardware or software).

Mobile Check Deposit Unavailability: Mobile Cneck Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that MCD is unavailable you may deposit original checks at our branches, through ATMs or at a shared branching facility.

Funds Availability: This policy statement applies to all deposit accounts. Our policy is to make funds from your deposits available to you immediately. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for check(s) you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, everyday is a business day, except Saturdays, Sundays, and Federal Holidays. Funds will be available as described in our Funds Availability Disclosure.

We will notify you if we delay your ability to withdraw funds for any of the above reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Deposit Security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility: You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if MCD is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation: You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of the Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Financial Institution or End User's use of the Services or Applications, unless such claim directly results from an action or omission made by our partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information: You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.